a provision that the legislature should not enlarge or diminish the civil or political rights, privileges and capacities of any person on account of his opinions or beliefs. The majority of the court held that the use of the book in question violated none of these provisions. It did not make the school a place of religious worship, or constitute the teacher a teacher of religion; neither did it enlarge or diminish any civil or political rights, privileges or capacities within the meaning of the constitutional provision.

In 1884 the question was before the supreme court of Iowa, in *Moore* v. *Monroe*, 64 Iowa, 367, 53 Am. Rep. 444. The constitution of Iowa contained the usual prohibitions against the establishment of religion or interfering with the free exercise thereof; and it also declared that no one should be required to attend any place of worship, or pay taxes for the support of any minister. A statute of the state provided that the Bible should not be excluded from any school, nor should any pupil be required to read it, contrary to the wishes of his parent or guardian. The action was to restrain the reading of the Bible, the repeating of the Lord's prayer, and the singing of religious songs. The plaintiff contended that such exercises made the school a place of worship which his children were required to attend, and which he was taxed to support. The court held his position not to be well taken, and dismissed his complaint with rather scant courtesy.

In 1854, in *Donahoe* v. *Richards*, 38 Me. 379. 61 Am. Dec. 256, it was held that a regulation of the school board that the English Bible be used as a reading book in the public schools, did not constitute an interference with religious belief, or result in any one's being "hurt, molested or restrained in his person, liberty or estate," for his religious belief, or subordinate one sect or denomination to another, within the meaning of the constitution of Maine, but it is obvious that no such question was here presented as in the cases first above referred to.

In *Board of Education* v. *Minor* (1873), 23 Ohio St. 211, 13 Am. Rep. 233, the situation was reversed. That was an action to restrain the Board from enforcing resolutions recently adopted directing the discontinuance of the practice theretofore prevailing, of opening the schools with Bible readings and appropriate singing. The lower court granted a perpetual injunction against the enforcement of the resolutions, but the supreme court reversed it because the constitution did not require the reading of the Bible, and the determination of the books to be used had been confided to the discretion of the board.

See also, *Nessle* v. *Hum*, 1 Ohio, N. P. 140; *Spiller* v. *Woburn*, 12 Allen, (Mass.) 127.

GARNISHMENT—LIABILITY OF GARNISHEE—JOINT DEMAND—ILLEGALITY—CONTINGENCY.—A recent case in Ohio involves several interesting questions as to the liability of garnishees. Several corporations entered into an illegal combination in restraint of trade, appointing a commissioner to collect all bills, pay all expenses, and divide the net proceeds according to the proportions agreed on. The whole business was conducted under a fictitious name —The Vapor Gas Co. The commissioner was summoned as garnishee in an action against one of the corporations composing the combination. He objected that the money in his hands belonged entirely to the Vapor Gas Co.,

and none of it to the defendant. The court answered that the Vapor Gas Co. was a myth, that there was no such person; and that the defendant was interested in the fund. The garnishee further answered that the money in his hands belonged to a partnership composed of the several corporations, and doing business under the name of the Vapor Gas Co. The court held that corporations had no power to form partnerships. The garnishee further objected that the combination was illegal, that the court should not interfere in such cases to divide the proceeds of an unlawful transaction among the parties doing the wrong, and that the plaintiff stood in the place of the defendant corporation. The court held this was no answer to a creditor. It was finally urged that what was due could not be ascertained till the transactions were completed and accounts taken, relying on cases holding that a person owing a partnership could not be charged as garnishee in a suit against a partner, if the firm was still doing business with open accounts. The court held that the rule does not apply to joint adventures of persons not partners. *Geurinck* v. *Alcott* (March 18, 1902),— Ohio St. —, 63 N. E. Rep. 714.

It is well settled that the garnishee cannot set up his own fraud or illegal act as a defense. A garnishee who had been selling liquor contrary to law, was summoned as a garnishee of the person furnishing him the liquor to be so sold. He relied on the illegality of the transaction, but that was held no defense. *Thayer* v. *Partridge* (1875), 47 Vt. 423.

AGENCY—RATIFICATION—NECESSITY THAT THE PERSON ACTING SHOULD HAVE PROFESSED TO ACT AS AGENT.—A somewhat curious conflict concerning an interesting question of ratification is presented in two very recent cases decided by the English House of Lords and the supreme court of Massachusetts, respectively. In the Massachusetts case—*Hayward* v. *Langmaid* (1902), — Mass. —, 63 N. E. Rep. 912,—the question was whether it is "necessary to a ratification that the act should have been done by one who represented or held himself out as an agent in respect to the matter to which it related," and ti was held that such is not the law. "It is necessary," said the court, "in order to a ratification, that the act should have been done by one who was in fact acting as an agent, but it is not necessary that he should have been underderstood to be such by the party with whom he was dealing." The court cited to this proposition, *Sartwell* v. *Frost*, 122 Mass., 184; *Ford* v. *Linehan*, 146 Mass. 283, 15 N. E. 591; *New England Dredging Co.* v. *Rockport Granite Co.*, 149 Mass. 381, 21 N. E. 947; *Schendel* v. *Stevenson*, 153 Mass. 351, 26 N. E. 689. No one of these cases, however, involved this question, and they would be just as pertinent if cited to support the contrary view.

In the English case—*Keighley* v. *Durant* [1901] Ap. Cas. 240, it was held, overruling *Durant* v. *Roberts* [1900] 1 Q. B., 629—that, in the language of the syllabus, "a contract made by a person intending to contract on behalf of a third party, but without his authority, cannot be ratified by the third party so as to render him able to sue or liable to be sued on the contract, where the person who made the contract did not profess at the time of making it to be acting on behalf of a principal." This was the only question considered in the case; the Lords were unanimous, and the subject was elaborately discussed.